

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 46	Suppl. No. 0	Contract No. 04 - 0120F4	Road SF-80-13.2/13.9	FED. AID LOC.:
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**To: AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENT**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

**Extra Work at Force Account:**

Provide additional materials, equipment, labor and services for Item 36, High Strength Prestressing Rod (75MM), which are not otherwise provided for in the plans and Special Provisions, as directed by the Engineer. Additional materials, equipment, labor, and services will include, but will not be limited to:

1. An additional 26-each High Strength Prestressing Rod assemblies, including Denso tape coating and transportation to the job site.
2. 304-each Aluminum Anchor Caps.
3. Support labor and equipment, not otherwise provided by the manufacturer, required to complete the work of stressing High Strength Prestressing Rods. Support labor and equipment shall be agreed upon by the Engineer in advance of stressing operations.
4. Required insurance policies, such as California Workmen's Compensation Insurance, not otherwise provided by the High Strength Prestressing Rod vendor.
5. Securing the availability of stressing jack(s) in advance of field operations as directed by the Engineer.

Additional materials, equipment, labor, and services to be paid through CCO 46 will not include:




1. Manufacturer's technical representative or stressing services requested by the Contractor.
2. Transportation and accommodations for Manufacturer's representatives.
3. Jacks and support equipment provided by the manufacturer.
4. Shipping for jacks and support equipment provided by the manufacturer.
5. Variances in the GBP/USD exchange rate, except the actual exchange rate will be applied to payments made for additional materials, equipment, labor, and services ordered pursuant to CCO 46.

Payments authorized by the Engineer, as necessary, will be paid in accordance with the provisions of Section 4-1.03D, "Extra Work" of the Standard Specifications and Section 5-1.24, "Force Account Payment" of the Special Provisions.

Estimated cost of Extra Work at Force Account .....\$150,000.00


Estimated Cost: Increase ☒ Decrease ☐ \$150,000.00

By reason of this order the time of completion will be adjusted as follows: 0 days

Submitted by		
Signature 	Resident Engineer Gary Pursell, P.E., Sup.T.E.	Date 11/5/07
Approval Recommended by		
Signature 	Supervising Bridge Engineer Richard Morrow, P.E., Sup. BE	Date 11/5/07
Engineer Approval by		
Signature 	Supervising Transportation Engineer Gary Pursell, P.E., Sup. TE	Date 11/7/07

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

**NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by		
Signature 	(Print name and title) Michael D. Flowers Project Director	Date 11.5.07

**CONTRACT CHANGE ORDER MEMORANDUM**

DATE: 11/7/2007 Page 1 of 2

TO: Pete Siegenthaler, Prin. TE / Gary Pursell, P.E., Sup T.E.		FILE: E.A. 04 - 0120F4	
FROM: Gary Pursell, P.E., Sup.T.E.		CO-RTE-PM SF-80-13.2/13.9	
CCO#: <b>46</b>		FED. NO.	
SUPPLEMENT#: <b>0</b>	Category Code: <b>CHSA</b>	CONTINGENCY BALANCE (incl. this change) <b>\$140,534,525.58</b>	
COST: <b>\$150,000.00</b>		INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	
SUPPLEMENTAL FUNDS PROVIDED: <b>\$0.00</b>		HEADQUARTERS APPROVAL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CCO DESCRIPTION: Additional Macalloy Bars		IS THIS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
PROJECT DESCRIPTION: CONSTRUCT SELF-ANCHORED SUSPENSION BRIDGE			
Original Contract Time: <b>2490</b> Day(s)	Time Adj. This Change: <b>0</b> Day(s)	Previously Approved CCO Time Adjustments: <b>30</b> Day(s)	Percentage Time Adjusted: (including this change) <b>1</b> %
		Total # of Unreconciled Deferred Time CCO(s): (including this change) <b>0</b>	

**THIS CHANGE ORDER PROVIDES FOR:**

New and unforeseen materials, equipment, labor and services related to Contract Item 36, High Strength Prestressing Rod (75MM), which were not otherwise provided for in the contract Special Provisions. The plans and specifications required the installation of 304-each high strength prestressing rods, which were to be manufactured and supplied by Macalloy Limited, of the UK, the only known source that could meet the requirements for the contract. The Department entered into a sole source agreement with Macalloy prior to bid opening. This CCO provides for rectifying several inconsistencies between the sole source agreement and the contract special provisions, and provides for payment for extra high strength bars ordered by the Engineer. Specific changes include the following:

- 1) The contractor was directed by the Engineer, to provide an additional 28-each High Strength Prestressing Rod assemblies, including Denso tape coating and transportation to the job site. These rods were ordered to reduce the risk of project schedule delays.

During initial tensile testing of the planned rods, one lot of rods failed the required minimum test criteria resulting in 54-each rod assemblies being rejected. The supplier then proceeded with re-fabrication of additional lots of bars to replace the 54 rejected bars. Failure of any of the replacement lots would have resulted in a delay of several months to the schedule since the testing facility, an educational institution in Germany, was scheduled to be shut down for the summer.

The Resident Engineer ordered the additional bars as extra for backup to avoid schedule delays in the event of further failures, or if the planned bars become lost or damaged prior to installation for any reason whatsoever. Toll Bridge Program management has advocated such schedule risk reduction measures.

Two of the 28 additional bars ordered were utilized for destructive tensile testing. The two destroyed bars are considered included in the price of the remaining 26 bars to be purchased and shipped.

- 2) A total of 304 anchor caps are required to protect the stressing nuts and ends of the High Strength Prestressing Rods. However, the contract Special Provisions did not indicate the caps were required, and the caps were not included in the price quoted from Macalloy to Caltrans for rod assemblies. Since the specifications did not include any material properties for the caps nor reference the caps, the Contractor is entitled for payment of these caps and will be compensated as extra work at force account.
- 3) The Special Provisions indicate a price of \$700/day as the manufacturer's charge for stressing the prestressing rods, including all necessary labor and equipment. However, in the agreement between Caltrans and Macalloy, the \$700/day only included the technician and the jack, and not necessary support equipment such as furnishing compressed air, lifting equipment, and support labor. Therefore, the Contractor is entitled for payment of the additional support equipment and labor, as agreed upon by the Engineer, and will be paid as extra work at force account.

**CONTRACT CHANGE ORDER MEMORANDUM**

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DATE: 11/7/2007

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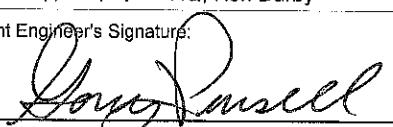
- 4) The sole source agreement between Macalloy and Caltrans specifically excluded required local insurance policies, such as California Workmen's Compensation Insurance. However, the Special Provisions did not indicate such insurance for manufacturer's representative was excluded from the prices quoted by Macalloy. Therefore, the Contractor is entitled for reimbursement of such insurance and will be paid for as extra work at force account.
- 5) As part of the agreement with Macalloy, jacks are to be provided to tension the high strength prestressing rods. Because the jacks are designed to fit the unique threads of the Macalloy rods and fit into the confined space, jacks are not readily available from any other suppliers. The rods are scheduled to be installed late in 2007; however, the rods are not scheduled to be stressed with the jacks until 2010, during installation of the Hinge K pipe beam. To assure the availability of jacks when needed in 2010, and avoid potential project schedule delays, the Engineer may order the delivering of the jacks sometime in advance of the need in 2010. If ordered to do so, the Contractor is entitled for reimbursement of the jacks that are to be rented, leased, or purchased with a buyback provisions as agreed upon with Macalloy, and the cost of securing the jacks early will be paid for at force account.

Payment for this work will be at Extra Work at Force Account for an estimated cost of \$150,000.00, which can be financed from the contingency fund. A detail of the costs will be placed in the project files.

No adjustment of contract time is warranted, as this change does not affect the controlling operation.

Maintenance concurrence is not required for this change order.

This change order received an Issue and Approve from Division of Construction on Oct. 26, 2007.

CONCURRED BY:			ESTIMATE OF COST		
Construction Engineer:	Res. Eng., Gary Pursell, Sup. TE	Date 10/1/07	ITEMS	THIS REQUEST	TOTAL TO DATE
Bridge Engineer:	Struct Rep, Rick Morrow, Sup TE	Date 10/1/07	FORCE ACCOUNT	\$150,000.00	\$150,000.00
Project Engineer:	CT Oversight, Wenyl Long, P.E.	Date 10/30/07	AGREED PRICE	\$0.00	\$0.00
Project Manager:	Proj Manager, Ken Terpstra	Date 10/5/07	ADJUSTMENT	\$0.00	\$0.00
FHWA Rep.:		Date	TOTAL	\$150,000.00	\$150,000.00
Environmental:		Date	FEDERAL PARTICIPATION		
Other (specify):	PCE, Mike Forner, Prin TE	Date 10/2/07	<input type="checkbox"/> PARTICIPATING <input type="checkbox"/> PARTICIPATING IN PART <input checked="" type="checkbox"/> NONE <input type="checkbox"/> NON-PARTICIPATING (MAINTENANCE) <input type="checkbox"/> NON-PARTICIPATING		
Other (specify):	HQ, Patrick Treacy	Date 10/2/07	FEDERAL SEGREGATION (if more than one Funding Source or P.I.P. type)		
District Prior Approval By:		Date	<input checked="" type="checkbox"/> CCO FUNDED PER CONTRACT <input type="checkbox"/> CCO FUNDED AS FOLLOWS		
HQ (Issue/Approve) By:	HQ, Ken Darby	Date 10/26/07	FEDERAL FUNDING SOURCE    PERCENT		
Resident Engineer's Signature:			11/7/07		



California Department of Transportation

CONSTRUCTION DIVISION

**TO: District 4 CCO Desk**

Date: 10/26/2007

Contract No.: 4 - 0120F4

Road: SF-80-13.2/13.9

FED. No.: NONE

To: SARTIPI - 04

Attention: 04 - SARWARY

HQ Direction:

TO ISSUE AND APPROVE

CCO No. 046

Sup. No. 0

Rev. No. 0

Per Your Submittal Dated: 10/26/2007

CCO Category Code: C - H - S - A

PROVIDES FOR RESOLVING DIFFERENCES BETWEEN THE CONTRACT SPECIAL PROVISION REQUIREMENTS AND THE SOLE SOURCE AGREEMENT CONCERNING THE HIGH STRENGTH PRESTRESSING RODS (75 MM) SUPPLIED BY MACALLOY LIMITED. ALSO PROVIDES FOR RISK MITIGATION IN THE FORM OF SUPPLY OF 28 ADDITIONAL ASSEMBLIES TO MINIMIZE POTENTIAL PROJECT SCHEDULE DELAYS. IN ADDITION, REQUIRES ANCHOR CAPS TO PROTECT THE RODS AND PROVIDES FOR ADDITIONAL JACKING COSTS.

ISSUE AND APPROVE IS CONDITIONAL ON THE FOLLOWING:

1. OBTAINING THE PROJECT ENGINEER'S SIGNATURE ON THE SPECIFICATION CHANGE AND SO NOTING ON THE CCO MEMO.
2. RESOLVING THE DIFFERENCE BETWEEN THE NUMBER OF ADDITIONAL RODS LISTED IN THE CCO (26) AND MEMO (28).

THE TOTAL COST FOR THIS CHANGE IS SHOWN AS \$150,000.00 WITH NO TIME ADJUSTMENT.

Items:	\$0.00
Force Account:	\$150,000.00
Agreed Price:	\$0.00
Adj. of Comp.	\$0.00

Total: \$150,000.00

ELIZABETH DOOHER,  
Acting Assistant Division  
Chief, by:

Time: (NONE)

Ken Darby

Division of Construction  
1120 "N" Street, MS-44, Sacramento, CA 95814  
Fax Number: (916) 654-5735  
To Confirm Transmission, Call (916) 654-5259